THIRD ADDENDUM TO THE 1995 AIRPORT AGREEMENT

This THIRD ADDENDUM (this "***Addendum***") to that Amended Agreement dated January 8, 1995, as subsequently amended and assigned, is made this 29th day of June, 2023, by and between HEBER CITY CORPORATION (the "***City***") and AH AERO SERVICES, LLC dba OK3 AIR (the "***Lessee***") (together the "***Parties***" and each a "***Party***").

RECITALS

A. The City is the owner, operator, and legal sponsor of the HEBER VALLEY AIRPORT (the "***Airport***"), located in Wasatch County, State of Utah.

B. Lessee leases certain Airport property and is authorized to provide certain commercial aeronautical services at the Airport pursuant to that certain Amended Agreement dated January 8, 1995, originally between Lessor and High County Aviation, Inc., and later assigned to Lessee (the "***1995 Agreement***"), and as amended by the Addendum to the Amended 1995 Airport Agreement dated May 8, 2012 (the "***First Addendum***"), the Addendum to the 1995 Airport Agreement dated January 26, 2015 (the "***Second Addendum***" and collectively, the "***FBO Lease***").

C. Contemporaneously with this Addendum, Lessee and the City have entered into that Settlement Agreement and Mutual Release, which resolves certain claims and potential claims among the parties (the "***Settlement Agreement***").

D. In order to implement the terms of the Settlement Agreement and in recognition of the good and valuable consideration therein identified, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the FBO Lease as follows:

AGREEMENT

1. Term and Extension for Additional Improvements. The Term of the FBO Lease is hereby extended to May 31, 2058. Lessee shall have the option to extend the FBO Lease for one additional fifteen (15) year period (the "***Extended Term***"), provided that (i) Lessee provides written notice to the City of its intention to seek the Extended Term no earlier than May 31, 2048 nor later than May 31, 2057; (ii) such written notice sets forth proposed capital improvements in facilities that contribute to the operation of an FBO, including but not limited to hangars, ramp, and fuel farm (the "***Additional Improvements***") which collectively total not less than $1.5 million in Adjusted Dollars (defined below); (iii) the Lessee undertakes and completes, in accordance with the provisions of the FBO Lease and at its sole expense, the Additional Improvements no later than May 31, 2058; and (iv) Lessee provides the City with a statement of the actual costs of the Additional Improvements, certified by Lessee's chief financial officer. Upon the satisfaction of the foregoing conditions, the Term shall be automatically extended and the City shall confirm in writing the Extended Term. Failure to provide such confirmation will not impact the extension of the Term so long as Lessee has complied with this Paragraph 1. For the purposes of this Addendum, "***Adjusted Dollars***" shall mean the dollar amount indicated in this Addendum multiplied by that fraction the numerator of which is the revised Bureau of Labor Statistics Mountain-Plains Consumer Price Index (the "***Index***") for December of the preceding year and the denominator of which is the Index for December 2022.

2. Premises. The leasehold boundaries set forth under the FBO Lease are hereby revised to those boundaries depicted in Exhibit A to this Addendum. Not less than ninety (90) days following the execution of this Addendum, the City shall complete a survey drawing and metes and bounds description of the leasehold boundaries depicted in Exhibit A, and such survey

and description shall replace Exhibit A upon its delivery to Lessee and written acceptance by Lessee. The Parties intend that the Airport property upon which hangar or other building improvements occupied by Lessee are located shall be subject to separate lease agreements between the Parties.

3. Rental Rate.

A. The annual rental rate specified in Paragraph 4 of the 1995 Agreement shall be increased to $0.07 per square foot (the "***Ground Rent***"), effective on the City's date of delivery of the survey drawing and metes and bounds description of the leasehold boundaries depicted in Exhibit A to Lessee. The Ground Rent shall be adjusted on June 1 of each year by a percentage equal to the increase in the Mountain-Plains Consumer Price Index through January 31 of the then-current year, as calculated by the U.S. Bureau of Labor Statistics or any successor agency; provided, that no annual increase in Ground Rent shall exceed three percent (3%); and provided further, that the Ground Rent shall not decrease.

B. If Lessee exercises the option to extend the FBO Lease for the Extended Term, the Ground Rent shall be increased to the Market Aeronautical Rent, as defined below, effective on the first day of the Extended Term. The Ground Rent shall thereafter be adjusted on June 1 of each year by a percentage equal to the increase in the Mountain-Plains Consumer Price Index through January 31 of the then-current year, as calculated by the U.S. Bureau of Labor Statistics or any successor agency; provided, that no annual increase in Ground Rent shall exceed three percent (3%); and provided further, that the Ground Rent shall not decrease. For the purpose of this Addendum, Market Aeronautical Rent shall mean that Ground Rent calculated in accordance with the following:

i. Not later than six (6) months prior to the commencement of the Extended Term, the Lessor shall retain a qualified appraiser to establish the then-current fair market rental value of the leased Premises (not including the value of improvements constructed thereon). The cost of the appraisal shall be borne by the Lessor. A copy of the appraisal shall be delivered to Lessee and to the Lessor within sixty (60) days of the appraiser's retention. If Lessee does not reject the then-current fair market rental value as determined by the appraiser by delivering written notice to the Lessor within thirty (30) days of Lessee's receipt of the report, then such fair market rental value shall be deemed the Market Aeronautical Rent.

ii. If Lessee disputes the determination of the fair market rental value as determined by appraisal, the Lessee may obtain a second appraisal from a qualified appraiser at Lessee's expense. If the appraised fair market rental value as determined by the second appraisal is within five percent (5%) of the first appraisal, the Market Aeronautical Rent will be that as determined in the first appraisal. If the appraised fair market rental value in the second appraisal differs from the first appraisal by more than five percent (5%), then the first appraiser and second appraiser shall jointly select a third appraiser who shall determine the fair market rental value, at the joint expense of the Lessee and the Lessor. The Market Aeronautical Rent shall be the average of the two appraised fair market rental values which are closest.

4. Fuel Flowage Fee. Fuel flowage fees shall be paid to the Lessor on or before the tenth (10th) day of each month, based on the amount of fuel delivered to the Airport during the previous month, and shall be accompanied by bills of lading or a report from Lessor's inventory system documenting the date and volume of each such delivery for each type of fuel sold. Nothing in this paragraph shall require Lessor to disclose the price paid for such fuel deliveries. Fuel flowage fees may be adjusted as provided in the 1995 Agreement; provided, however, that the

term "instrument approach system" shall be understood to include satellite-based approach procedures or similar technology that may be implemented in the future.

5. Aircraft Parking. Lessee shall manage the aircraft parking ramp in order to ensure reasonable ingress and egress to and from those facilities adjacent to the Lessee's leasehold across the aircraft parking ramp, including Hangars B, C and D. Upon reasonable notice by the Airport Manager that ingress or egress to Hangars B, C, or D is blocked, Lessee shall promptly reposition any aircraft parked so as not to impede such ingress or egress. For the purpose of this paragraph, an aircraft shall be considered parked if it is unattended for a period of longer than ten (10) minutes.

6. Annual Meetings. Paragraph 15 of the 1995 Agreement is replaced as follows:

> Not more than sixty (60) days after the end of each calendar year, Lessee shall arrange to meet with the City Council, or with one or more representatives of the City designated by the City Council, to review in good faith the Parties' respective performance under the FBO Lease and to discuss any operational issues.

7. Removal of Financial Disclosure Obligation; Audit Rights. Paragraph 21 of the 1995 Agreement is replaced as follows:

> Lessee shall maintain accurate records of fuel dispensed and Landing Fees collected for a period of three (3) years from the date the record is made. On no more frequently than an annual basis and after providing not less than seven (7) days prior notice, the City have the right, at its sole expense, to have an independent auditor conduct an on-site inspection and audit of the books, records, and receipts that Lessee maintains in the ordinary course of business relating to the amount of fuel dispensed and Landing Fees collected, and to verify Lessee's fuel sales and Landing Fees collected. While Lessee will be required for the purpose of such audit to make information regarding fuel flowage available, it will not be required to provide information regarding its fuel costs, fuel pricing, profits, or profit margins. The auditor shall not be permitted to remove any of Lessee's records or information from the premises. All financial or customer information obtained by the City or its auditors as the result of any audit, inspections, or requests under this paragraph (including any summaries or work papers prepared by the auditor) shall be treated as proprietary and confidential, will be classified as a Protected Record within the meaning Utah Code 63G-2-305(33), and will not be provided to the public except as required by law and, to the extent such information is requested to be disclosed publicly, the City shall give Lessee any legally available opportunity to object to such disclosure.

8. Snow Removal Plan. The Parties have jointly developed a plan for the prompt and efficient removal of snow and ice from the airfield, attached as Exhibit B (the "***Snow Removal Plan***"). The Parties shall meet to review the Snow Removal Plan not later than October 1 of each year and discuss in good faith whether revisions are necessary to ensure the safe, efficient, and cost-effective removal of snow from the airfield. The City shall make any and all reasonable efforts to remove snow and ice from the airfield in accordance with the Snow Removal Plan.

9. Airport Board Seat. For as long as the Airport Advisory Board (the "***AAB***") remains constituted, Lessee's President/Chief Executive Officer shall be a voting member of the AAB; provided, however, that Lessee may appoint a representative other than the Chief Executive Officer to serve as the Lessee's representative on the AAB; provided further that appointment of a representative other than an officer of Lessee shall require the City Council's prior consent, not to be unreasonably withheld, conditioned, or delayed. The City shall amend the bylaws of the AAB and take any other action necessary to effectuate the provisions of this Paragraph 9 within one hundred twenty (120) days following the execution of this Addendum.

10. Landing Fees. Paragraph 1 of the First Addendum is hereby replaced as follows:

> Lessee agrees to collect landing fees that may from time to time be imposed by the City on aircraft using the Airport ("***Landing Fees***") for and on behalf of Heber City. Upon not less than ninety (90) days written notice, the City may terminate this obligation and choose to collect Landing Fees, if at all, either on its own behalf or through other agreement. However, the City agrees to consult with Lessee regarding the optimal timing and mechanics for such a change before providing the required ninety (90) days written notice.
>
> For the Term of the FBO Lease, whether or not Landing Fees are collected by Lessee, if the City proposes to increase Landing Fees by more than three percent (3%) year-over-year, the City Council must determine, in a regularly noticed meeting of the City Council open to the public, that such increase is (i) reasonable and not unjustly discriminatory, pursuant to FAA rules and policy; and (ii) reasonably necessary to achieve or maintain the Airport's financial self-sustainability. At such public meeting, the City shall provide documentation indicating other options for raising revenue considered by the City and a financial pro forma showing the proposed projects or operational needs to be funded with the increase in Landing Fees, and provide a meaningful opportunity for public comment.

11. Right to Quiet Enjoyment. City agrees that, on payment of the rentals, fees and charges as provided under the FBO Lease and performance of the covenants and agreements on the part of the Lessee to be performed thereunder, Lessee shall peaceably have and enjoy the Premises and all the rights and privileges of the Airport, its appurtenances and facilities granted under the FBO Lease. Lessee agrees that temporary inconveniences, including but not limited to noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with the City's construction, maintenance, or repair of the Airport, including but not limited to improvements thereon, or associated with special events that the City or others may from time to time host on the Airport, shall not constitute a breach of this section. The City shall provide Lessee with reasonable prior notice of any planned temporary inconveniences or special events and shall take reasonable steps to mitigate the impact of such inconveniences so that they do not unreasonably interfere with Lessee's operation of its business.

12. Right of Overflight. Notwithstanding any other provision of the FBO Lease, the City reserves, for the use and benefit of the public, a right of flight for the passage of aircraft above the service of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from or operating on the Airport.

13. Time of the Essence. Time is of the essence in the performance of all of each Party's respective obligations under the Revised Agreement.

14. Non-Liability of Parties' Officers or Employees. No official, officer, shareholder, employee, representative, or agent of either Party shall be personally liable for any default or liability under the FBO Lease.

15. Dispute Resolution. Any dispute arising out of, relating to, or in connection with the FBO Lease, as amended hereby, including any question regarding its existence, validity or termination, shall be resolved as set forth in the Dispute Resolution Protocol (Exhibit C).

16. Attorney's Fees. In the event of litigation commenced in accordance with the Dispute Resolution Protocol, the prevailing Party (as determined by a final judgment) shall be entitled to recover its reasonable attorney's fees, expert-witness costs, and court costs.

17. Subordination to Federal Grant Assurances. This Agreement is subject and subordinate to the provisions of any existing or future agreements between the City and the United States of America relative to the operation or maintenance of the Airport (such provisions the "***Grant Assurances***"), the terms and execution of which have been or may be required as a condition precedent to the expenditure by or reimbursement to the City of federal funds for the development of the Airport. OK3 AIR acknowledges that it has had an opportunity to review the material terms of this Agreement with the FAA and neither party is aware of any FAA objection. Notwithstanding the foregoing sentence, however, in the event the U.S. Department of Transportation, the Federal Aviation Administration, or a court of competent jurisdiction makes a final appealable determination that the City's ability to perform any obligations under this Agreement would violate the Grant Assurances, the City shall be immediately excused from performing such obligation (subject to the limitations outlined below) and shall in good faith negotiate a lawful resolution to the mutual satisfaction of the Parties hereto; provided, however, that if the Parties are unable to resolve the conflict or violation within ninety (90) days, the City shall unilaterally amend this Agreement in the least material manner necessary to comply with the decision of the Court or agency and the remaining provisions hereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement

(together the "Carve-Out Remedy"). Notwithstanding the foregoing, the Carve-Out Remedy shall not apply to Section 3 of the FBO Lease, and Section 3 of the FBO Lease shall continue in full force and effect until modified in accordance with the Settlement Agreement or otherwise agreed among Lessee and the City in writing. In the event OK3 AIR is successful in an appeal of a decision of the U.S. Department of Transportation, the Federal Aviation Administration, or a court of competent jurisdiction, any provision removed pursuant to this section shall be reinstated consistent with the Court or agency's decision on appeal.

18. Required Federal Provisions. Lessee acknowledges that the City is required by the FAA under the terms of its Grant Assurances to include in this Addendum certain required contract provisions, included as Exhibit D hereof (the "***Federal Clauses***"). Lessee agrees to comply with the Federal Clauses and, where applicable, include the Federal Clauses in each of its subcontracts without limitation or alteration. In the event such Federal Clauses are modified by the FAA or other federal agency with jurisdiction, and the City provides Lessee with not less than thirty (30) days written notice of such modification, Lessee agrees to comply with the modified Federal Clauses without written amendment of this Addendum or the FBO Lease. Unless prohibited by federal law, the City shall provide Lessee with notice and a reasonable opportunity to cure before exercising any right of termination provided by the Federal Clauses

19. Force Majeure. Neither Party shall be in violation of the FBO Lease, as amended hereby, by reason of failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, unforeseen shortages of materials, acts of God, acts of public enemy, substantial non-temporary flight restrictions, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible and which are not within its control. Upon the cessation or removal of the act or condition giving rise to the excuse of any obligation under the

FBO Lease, as amended hereby, the Party so excused from its obligation shall perform as required under the FBO Lease, as amended hereby. Notwithstanding the foregoing, Lessee shall not be relieved of paying any rents, fees, or other charges.

20. Cross-Default. Should Lessee materially default on the covenants and obligations set forth in any other written agreement between Lessor and Lessee concerning the use or lease of Airport property, as determined by a court of competent jurisdiction's final, non-appealable judgment, after first being provided all applicable notice and cure periods and participating in the agreed upon dispute resolution procedures, if any, thereunder, such material default shall also be deemed a material default of the FBO Lease, and Lessor shall thereafter be entitled to exercise any or all of its rights and remedies under the FBO Lease, at law, or in equity arising out of such default

21. Headings. The headings used in this Addendum, including but not limited to those headings used at the beginning of each numbered section herein, are solely for the convenience of the reader and shall not be construed as part of the agreement between the Parties.

22. Severability. If any provision of the FBO Lease is held to be illegal, invalid, or unenforceable in full or in part, for any reason, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid, and enforceable, and the other provisions of the FBO Lease shall not be affected thereby.

23. Waiver. No delay or omission in the exercise of any right or remedy of either Party on any default by either Party of its obligations under the FBO Lease, as amended hereby, shall impair such a right or remedy or be construed as a waiver. Any waiver by either Party of any default on the part of the other must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the FBO Lease, as amended hereby.

24. Governing Law. The FBO Lease shall be governed and construed in accordance with the laws of the State of Utah, notwithstanding any conflict-of-law principles.

25. Prior Agreements Not Otherwise Modified. Except as amended hereby, the FBO Lease remains in full force and effect and is ratified and confirmed by the City and Lessee. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of the FBO Lease, the terms and provisions of this Addendum shall govern and control in every instance.

26. Amendment. The Revised Agreement may be amended by, and only by, written agreement of the Parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the dates set forth below.

HEBER CITY CORPORATION

DocuSigned by:
Matt Brower
644245F9CDB24BE...

Matt Brower, City Manager
6/30/2023

ATTEST:

DocuSigned by:
Trina Cooke
CB019A1A3164422...

AH AERO SERVICES, LLC

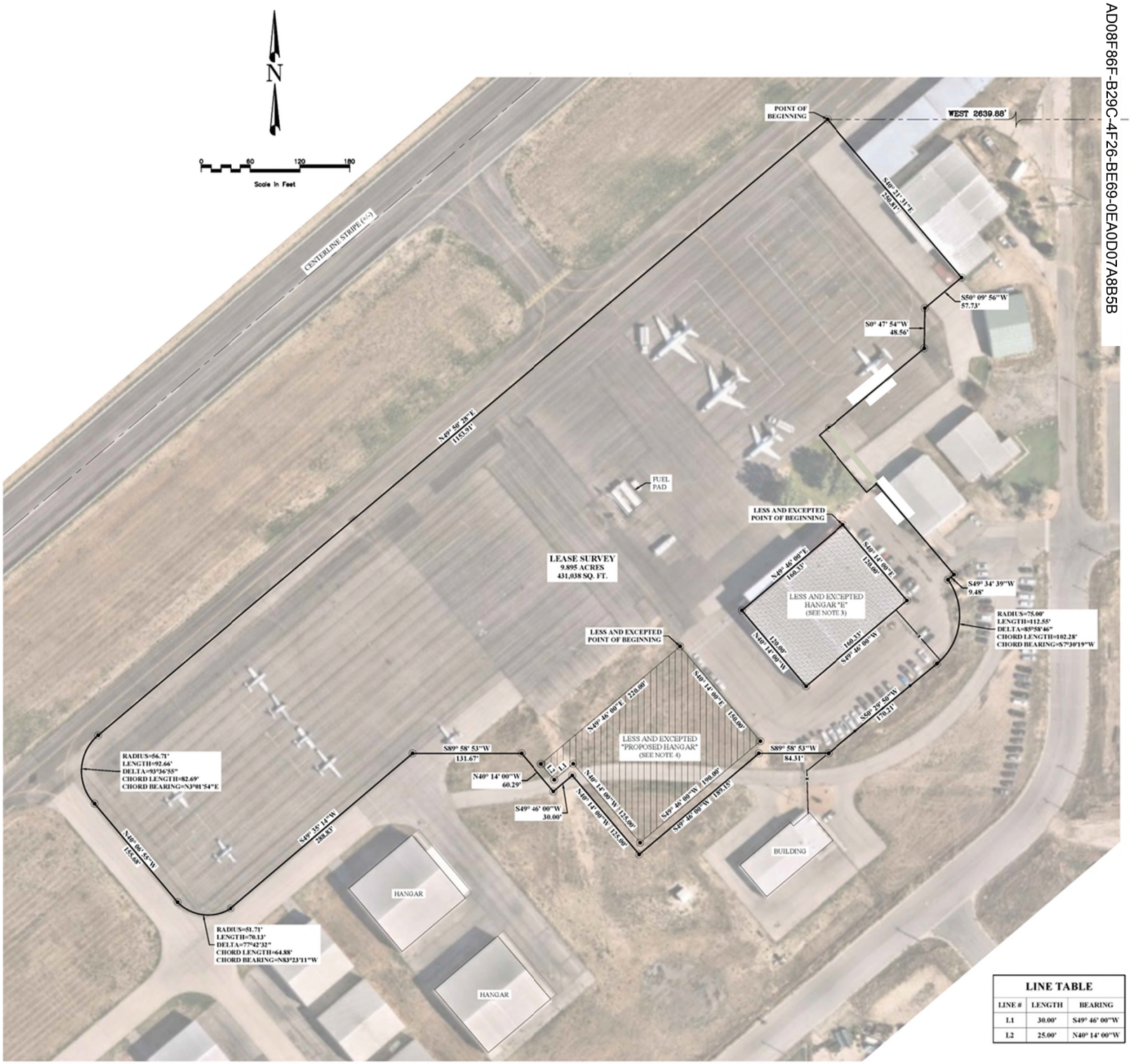
DocuSigned by:
Nadim Abuhaidar
6C4AE81973F245F...

Nadim AbuHaidar, President and Member
6/30/2023

ATTEST:

DocuSigned by:
Maggie Abuhaidar
90A8E00EFBEE438...

EXHIBIT A
LEASEHOLD BOUNDARIES



LINE TABLE		
LINE #	LENGTH	BEARING
L1	30.00'	S49° 46' 00"W
L2	25.00'	N40° 14' 00"W

S89°50'00"W 2676.99'

S89°49'51"W 2639.96'

EXHIBIT B
SNOW REMOVAL PLAN

HEBER VALLEY

AIRPORT

GATEWAY TO THE WASATCH BACK

Snow and Ice Control Plan (SICP)

Heber Valley Airport

Original Date Oct. 1, 2017
Revision Date November 26, 2018

The purpose of this plan is to provide guidance to airport staff on conducting snow removal operations, but the plan is not intended to cover all conceivable circumstances or in any way modify the obligations of the City and airport users and tenants under their respective agreements with the City.

The City encourages and promotes a collaborative atmosphere among city employees, commercial operators, tenants and users with respect to snow removal at the Airport.

Approved:

Airport Manager

City Manager

FBO OK3 (Commercial Operator)

Heber City Public Works

If city assets are requested for Snow removal on commercial leaseholds it is understood and specifically acknowledged herein that the commercial operator is indemnifying the City against property loss as a result of snow removal, while operating on the leasehold.

Table of Contents

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Table of Contents

Appendices

Phase #1

Pre- and Post-Winter Season Topics

Chapter 1. Pre-Season Actions

1.1 Airport Preparation

a) Airport Management Meetings

The airport manager will typically initiate a meeting with the assistant airport manager and city operations employees before the snow season in order to discuss equipment and material inventory, repair needs, staffing, budget, training, previous years' issue's, and any other topics associate with snow and ice control and its plan.

b) Personnel Training

The assistant airport manager and any city personnel that will be assisting in snow removal operations at the airport will receive recurrent airport snow removal training. All training for airport personnel is conducted by the airport manager. Training records are maintained by airport management.

c) Equipment Preparation

The airport dump truck and loader, along with their snow removal equipment parts will be maintained by airport management or city operations specialists when requested or required. Other than emergencies, improvements and repairs to snow removal equipment should be accomplished during summer months whenever possible.

Before the snow season begins, airport management will inspect and prepare each piece of snow removal equipment. Required fluids, replacement parts, and snow removal equipment components will be inventoried and stockpiled.
All pre-season actions are to be concluded by November 1st.

Chapter 2. Post-Event/Season Actions

2.1 Post Event.

After each snow event, the airport manager may choose to evaluate snow removal operations. He may at this time make corrections or changes to operations in preparation for the next snow event.

Post Season.

After each snow season the airport manager will review the snow season issues and make any recommendations for changes he deems necessary.

Around this same time maintenance will be provided with the time needed to inspect and repair equipment. Operations and airport management will be able to analyze and update any needed changes before the next season.

Phase #2

Winter Storm Actions and Procedures

Chapter 3. Snow Removal Action Criteria

3.1 Activating Snow Removal Personnel.

Currently the majority of snow removal operations at the Heber Airport are conducted by the airport manager or his designee. However, if snow removal operations are particularly intense and on-going, the airport manager may at any time decide to bring in additional snow removal equipment and personnel from the city.

a) Weather Forecasting

- The airport manager is ultimately responsible to monitor the current and/or forecast weather conditions every few hours during the snow season, however, he may at any time delegate this responsibility to others when deemed necessary.
- Local radio reports, phone apps and internet websites will be used for weather forecasts, and other weather related information.

b) Chain of Command

- The airport manager or his delegate will be responsible to monitor the airfield each day.

- The airfield will be continuously inspected and evaluated by the airport manager, or his designee.
- The airport manager will determine when snow removal operations will commence as well as who will be involved.
- In the absence of the airport manager, the assistant airport manager (or other designated person) will be responsible for snow removal operations.
- Hangar owners, commercial operators and other tenants are responsible for snow and ice removal in front of their hangars and all other parts of their lease holds.

c) Initiating Public Works Assistance –

The airport manager is responsible for requesting snow removal assistance from city public works. The public works director shall provide the airport manager contact telephone numbers to call out public works.

The FBO may contact the airport manager or his delegate to request snow removal assistance at any time. Call-out rates for city assistance are specified in Appendix D. Assistance can be rendered with airport equipment and personnel or public works at the discretion of the airport manager.

d) Triggers for Initiating Snow Removal Operations

Snow removal operations will begin when contaminants begin accumulating on pavement surfaces. Once snow or other contaminants accumulate over an inch and one half (1 1/2 "), snow removal operations will commence. The airport manager, or his designee will be responsible to initiate the snow and ice removal operations. He will contact any other needed personnel in order to remove the contaminants in a timely manner. During normal snow conditions it is intended that the runway/taxiway will be ready for use at 8am. This may require snow removal operations during the night or early morning hours. Large storms and/or storms over an extended period of time may delay the readiness target. Snow plowing operations will not be performed during unsafe conditions. The airport manager, or his designee will communicate regularly with OK3's operations managers and monitor weather forecasts. It's understood the communication will be reciprocal.

While the goal of airport management is to remove snow and ice as efficiently and effectively as possible, there are certain conditions that may delay snow removal operations. These conditions might include the following:

- Water or wet snow near pavement under a layer of snow when air temperatures are well below freezing.
- Wet ice
- Slush over ice
- Water over compacted snow
- Dry snow or wet snow over ice
- Low visibility
- Any other conditions where traction or braking is Nil.

Precipitation	Depth in Inches
Slush	1.5
Wet Snow	1.5
Dry Snow	1.5
Ice or Freezing Rain	¼

There are rare occasions when conditions may dictate delay of snow removal. An example of which is where a layer of dry snow covers a layer of wet snow near the surface of the runway. Exposure of the lower layer to extremely cold temps may cause the immediate formation of ice across the runway surface. The airport does not have ice mitigation equipment. Therefore, in such conditions it may be prudent to leave the layer of snow in place until the ambient air temperature rises, as practical. This is a difficult situation as it will most likely occur after a snow event when skies are clear.

The decision to delay snow removal in these circumstances are based upon the criteria stated above as well as anticipated arrivals. Airport staff will communicate with the FBO to maintain awareness of arrivals and departures. The FBO or other users on the airport will contact the airport manager to inform him of planned departures or arrivals. Although the airport has no contractual or legal obligation to do so, staff will endeavor to coordinate with the FBO regarding snow events. If a delay in snow removal is warranted, airport staff will notify the FBO Director of Maintenance.

3.2 Personnel Responsible.

The airport manager is responsible to ensure conditions are being watched and proper responses are being dispatched. The assistant airport manager, in the event there is one, and public works employees are responsible to be prepared and ready to remove snow at all hours, day or night when required. City Maintenance personnel should be ready to repair or replace any damaged or worn out equipment related to snow removal at the airport.

3.3 Snow Control Center (SCC).

The airport manager's office will be used as the Snow Control Center. This is where the airport manager will officially manage the snow removal operations. Here he can receive phone calls, issue NOTAM's etc. However, it is not expected that the airport manager will spend all of his time in the SCC due to the fact that much of his time will be spent plowing snow, performing field inspections, responding to tenant concerns etc.

At a minimum, the SCC will perform the following functions:

- Managing snow clearing operations.
- Serving as the prime source for initiating FICONS, Closures, Openings, etc.
- Informing users of airport conditions.
- Issuing NOTAMs.

3.4 Airfield Clearing Priorities.

a) Priority 1

The first priority includes Runway 04-22 and the main Alpha taxiway providing aircraft with rapid and easy access to the main apron, fuel and other important services.

b) Priority 2

The second priority areas include: the A-3 followed by the other connectors and taxi-lanes.

c) Priority 3

The last areas to be cleared will be the parking lots, secondary entrance gates, and other hard surface areas in and around the airport. All priorities can be changed or re-prioritized due to safety *managerial* or logistical concerns from the airport manager or airport users.

d) FBO Snow Removal Operations

The FBO(s) and any commercial operator (the operator) are responsible for snow removal on their leasehold. The City can be contracted for snow removal

assistance. While performing snow removal, the operator shall never displace snow or other contaminant onto a movement area.

3.5 Airfield Clearance Times.

In general, the goal is to have the runway, taxiway and A1 & A7 cleared of snow, to the extent that aircraft that frequent the airport are able to utilize these surfaces, by 8:00 am local time. This time may vary due to weather conditions. Once the runway and Priority 1 areas are clear airport workers will start on priorities 2 and 3. If a hangar owner or airport business has any pressing needs they are encouraged to contact the airport manager or his assist. Airport staff is more than happy to accommodate any needs by airport users as long as the essential duties have been taken care of. Public works maybe called out to assist as needed. The priority of Public Works is City streets and facilities. Second priority is the airport.

Table 1-2. Clearance Times for Non-Commercial Service Airports

Annual Airplane Operations (includes cargo operations)	*Clearance Time[1] (hour)*
40,000 or more	*2*
10,000 – but less than 40,000	*3*
6,000 – but less than 10,000	*4*
Less than 6,000	*6*
General: Although not specifically defined, Non-Commercial Service Airports are airports that are not classified as Commercial Service Airports [see Table 1-1, general note].	
Footnote 1: These airports may wish to have sufficient equipment to clear 1 inch (2.54 cm) of falling snow weighing up to 25 lb/ft^3 (400 kg/m^3) from Priority 1 areas within the recommended clearance times.	

3.6 Snow Equipment List.

Dump Truck with plow
Loader with plow/box pusher attachments
Snow blower, loader mounted, self-powered
(During unusually heavy snow storms or when equipment is damaged or unavailable, the airport may ask for additional equipment/repairs from Heber City or other private companies.)

3.7 Storage of Snow and Ice Control Equipment.

All snow removal equipment will be stored and maintained in the heated SRE building. Major repairs may require the equipment to be temporarily transferred to other facilities

3.8 Definitions.

Airside Urea.
(Otherwise known as "Carbamide") The approved specifications are SAE AMS 1431, Compound, Solid Runway and Taxiway Deicing/Anti-Icing, and MIL SPEC DOD-U-10866, Technical Urea. Agricultural grade urea that meets any of these specifications, called airside urea, is acceptable.

Approved Chemical.
A chemical, either solid or liquid, that meets a generic SAE or MIL specification.

Ash.

A grayish-white to black solid residue of combustion normally originating from pulverized particulate matter ejected by volcanic eruption.

Compacted Snow.
Snow that has been compressed and consolidated into a solid form that resists further compression such that an airplane will remain on its surface without displacing any of it. If a chunk of compressed snow can be picked up by hand, it will hold together or can be broken into smaller chunks rather that falling away as individual snow particles.

Note: A layer of compacted snow over ice must be reported as compacted snow only.

Example: When operating on the surface, significant rutting or compaction will not occur. Compacted snow may include a mixture of snow and embedded ice; if it is more ice than compacted snow, then it should be reported as either ice or wet ice, as applicable.

Contaminant.
A deposit such as frost, any snow, slush, ice, or water on an aerodrome pavement where the effects could be detrimental to the friction characteristics of the pavement surface.

Contaminated Runway.
For purposes of generating a runway condition code and airplane performance, a runway is considered contaminated when more than 25 percent of the runway surface area (within the reported length and the width being used) is covered by frost, ice, and any depth of snow, slush, or water.

When runway contaminants exist, but overall coverage is 25 percent or less, the contaminants will still be reported. However, a runway condition code will not be generated.

While mud, ash, sand, oil, and rubber are reportable contaminants, there is no associated airplane performance data available and no depth or Runway Condition Code will be reported.

Exception: Rubber is not subject to the 25 percent rule, and will be reported as Slippery When Wet when the pavement evaluation/friction deterioration indicates the averaged Mu value on the wet pavement surface is below the Minimum Friction Level classification specified in Table 3-2 of FAA Advisory Circular 150/5320-12.

Dry (Pavement).

Describes a surface that is neither wet nor contaminated.

Dry Runway.

A runway is dry when it is neither wet, nor contaminated. For purposes of condition reporting and airplane performance, a runway can be considered dry when no more than 25 percent of the runway surface area within the reported length and the width being used is covered by:

Visible moisture or dampness, or

Frost, slush, snow (any type), or ice.

A FICON NOTAM must not be originated for the sole purpose of reporting a dry runway. A dry surface must be reported only when there is need to report conditions on the remainder of the surface.

Dry Snow.

Snow that has insufficient free water to cause it to stick together. This generally occurs at temperatures well below 32° F (0° C). If when making a snowball, it falls apart, the snow is considered dry.

Eutectic Temperature/Composition.

A deicing chemical melts ice by lowering the freezing point. The extent of this freezing point depression depends on the chemical and water in the system. The limit of freezing point depression, equivalent to the lowest temperature that the chemical will melt ice, occurs with a specific amount of chemical. This temperature is called the eutectic temperature, and the amount of chemical is the eutectic composition. Collectively, they are referred to as the eutectic point.

FICON (Field Condition Report).

A Notice to Airmen (NOTAM) generated to reflect Runway Condition Codes, vehicle braking action, and pavement surface conditions on runways, taxiways, and aprons.

Fluid Deicer/Anti-Icers. The approved specification is SAE AMS 1435, Fluid, Generic Deicing/Anti-icing, Runways and Taxiways.

Frost.

Frost consists of ice crystals formed from airborne moisture that condenses on a surface whose temperature is below freezing. Frost differs from ice in that the frost crystals grow independently and therefore have a more granular texture.

Note: Heavy frost that has noticeable depth may have friction qualities similar to ice and downgrading the runway condition code accordingly should be considered. If driving a vehicle over the frost does not result in tire tracks down to bare pavement, the frost should be considered to have sufficient depth to consider a downgrade of the runway condition code.

Generic Solids. The approved specification is SAE AMS 1431, Compound, Solid Runway and Taxiway Deicing/Anti-Icing.

Ice.

The solid form of frozen water to include ice that is textured (i.e., rough or scarified ice).

A layer of ice over compacted snow must be reported as ice only.

Layered Contaminant.

A contaminant consisting of two overlapping contaminants. The list of layered contaminants has been identified in the RCAM and include:

- Dry Snow over Compacted Snow
- Wet Snow over Compacted Snow
- Slush over Ice
- Water over Compacted Snow
- Dry Snow over Ice
- Wet Snow over Ice

Mud.

Wet, sticky, soft earth material.

Multiple Contaminants.

A combination of contaminants (as identified in the RCAM) observed on paved surfaces. When reporting multiple contaminants, only the two most prevalent / hazardous contaminants are reported. When reporting on runways, up to two contaminant types may be reported for each runway third. The reported

contaminants may consist of a single and layered contaminant, two single contaminants, or two layered contaminants. The reporting of "multiple contaminants" represent contaminants which are located adjacent to each other, not to be confused with a "layered contaminant" which is overlapping. For example:

- Single contaminant and Layered contaminant.

  'Wet' and 'Wet Snow over Compacted Snow'

- Single contaminant and Single contaminant.

  'Wet Snow' and 'Slush'

- Layered contaminant and Layered contaminant.

  'Dry Snow over Compacted Snow' and 'Dry Snow over Ice'

Oil.

A viscous liquid, derived from petroleum or synthetic material, especially for use as a fuel or lubricant.

Runway (Primary and Secondary).

Primary.

Runway(s) being actively used or expected to be used under the existing or anticipated adverse meteorological conditions, where the majority of the takeoff and landing operations will take place.

Secondary.

Runway(s) that supports a primary runway and is less operationally critical. Takeoff and landing operations on such a runway are generally less frequent than on a primary runway.

Snow removal operations on these secondary runways should not occur until Priority 1 surfaces are satisfactorily cleared and serviceable.

Runway Condition Assessment Matrix (RCAM).

The tool by which an airport operator will assess a runway surface when contaminants are present.

Runway Condition Code (RwyCC).

Runway Condition Codes describe runway conditions based on defined contaminants for each runway third. Use of RwyCCs harmonizes with ICAO Annex 14, providing a standardized "shorthand" format (Eg: 4/3/2) for reporting. RwyCC (which replaced Mu values) are used by pilots to determine landing performance calculations.

Sand.
A sedimentary material, finer than a granule and coarser than silt.

Slush.
Snow that has water content exceeding a freely drained condition such that it takes on fluid properties (e.g., flowing and splashing). Water will drain from slush when a handful is picked up. This type of water-saturated snow will be displaced with a splatter by a heel and toe slap-down motion against the ground.

Slush over Ice.
See individual definitions for each contaminant.

Slippery When Wet Runway.
A wet runway where the surface friction characteristics would indicate diminished braking action as compared to a normal wet runway.

Slippery When Wet is only reported when a pavement maintenance evaluation indicates the averaged Mu value on the wet pavement surface is below the Minimum Friction Level classification specified in Table 3-2 of FAA Advisory Circular 150/5320-12. Some contributing factors that can create this condition include: Rubber buildup, groove failures/wear, pavement macro/micro textures.

Water.
The liquid state of water. For purposes of condition reporting and airplane performance, water is greater than 1/8-inch (3mm) in depth.

Wet Runway.
A runway is wet when it is neither dry nor contaminated. For purposes of condition reporting and airplane performance, a runway can be considered wet when more than 25 percent of the runway surface area within the reported length and the width being used is covered by any visible dampness or water that is 1/8-inch or less in depth.

Wet Ice.
Ice that is melting, or ice with a layer of water (any depth) on top.

Wet Snow.
Snow that has grains coated with liquid water, which bonds the mass together, but that has no excess water in the pore spaces. A well-compacted, solid snowball can be made, but water will not squeeze out.

Chapter 4. Snow Clearing Operations and Ice Prevention

4.1 Snow Clearing Principals.

a) Ramp Area

The FBO is responsible for clearing snow from its ramp (leasehold). SASO's are responsible for removing snow from their ramps.

Airport management will ensure that the signs are clear of snow after plowing operations on the hard surfaces are complete. If stock piles of snow begin to increase to an unacceptable level, airport management will knock them down or remove them in areas posing a danger to low wing aircraft. All snow within 16 feet of the runway or taxiways should be less than 24 inches high. At 32 feet from movement area the snow may be up to 5 ft. high. All snow exceeding these limits should be moved or hauled away whenever possible.

b) Runway and Taxiways

Typically, the airport manager and his assistant will begin snow removal at his discretion. They will typically meet at a designated time to warm up the equipment and begin clearing snow on the runway using the loader and dump truck. If the FBO has any anticipated customers, they may request specific priorities or alterations in plowing operations.

c) Snowbanks

Snow Bank Height Profiles

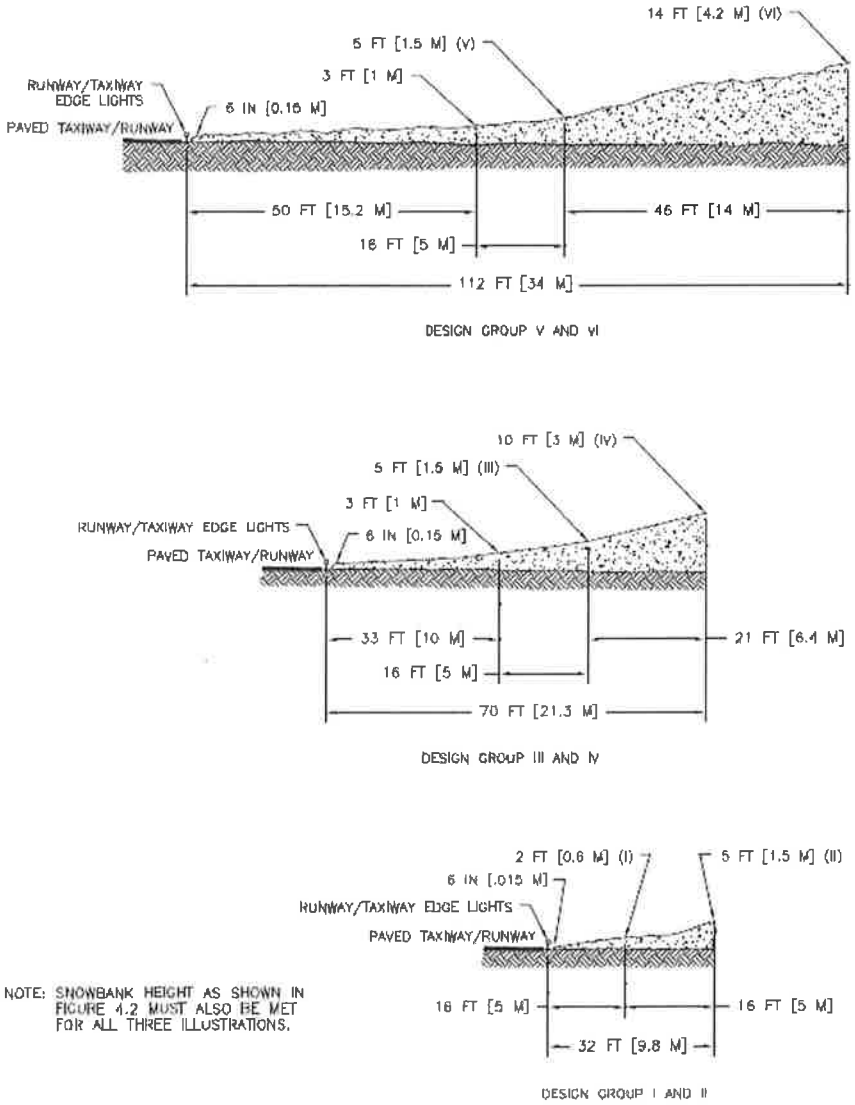
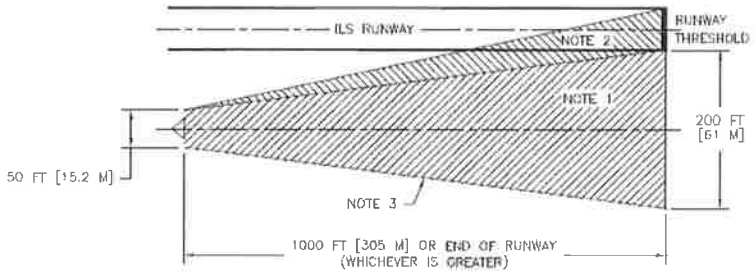


Figure 4-1. Snow Bank Profile Limits Along Edges of Runways and Taxiways with the Airplane Wheels on Full Strength Pavement (see Figure 4-2 guidance)

d) NAVAIDs

Snow between the PAPI and the end of Run 22 Threshold should be kept under 2 feet whenever possible as to ensure adequate visibility to pilots. Any snow in this area will be removed or handled by airport employees.



NOTES:

1. CATEGORY I GLIDE SLOPE SNOW CLEARANCE AREA.
2. CATEGORY II AND III GLIDE SLOPE SNOW CLEARANCE AREA. THE AREA DEPICTED UNDER NOTE 1 SHALL ALSO BE CLEARED.
3. THE DEPTH OF SNOWBANKS ALONG THE EDGES OF THE CLEARED AREA SHALL BE LESS THEN 2 FEET.

ACTION TAKEN	SNOW DEPTH		
	SBR <6 IN [15 cm] NR. CEGS <18 IN [45 cm]	SBR 6 TO 8 IN [15 TO 20 cm] NR. CEGS 18 TO 24 IN [45 TO 60 cm]	SBR >8 IN [20 cm] NR. CEGS <24 IN [60 cm]
SNOW REMOVAL (SEE ABOVE FIGURE)	REMOVAL NOT REQUIRED RESTORE FULL SERVICE AND CATEGORY.	ILS CATEGORY I REMOVE SNOW 50 FT [15M] WIDE AT MAST WIDENING TO 200 FT [60M] WIDE AT 1000 FT [300M] OR END OF RUNWAY TOWARD MIDDLE MARKER. ILS CATEGORIES II AND III AS ABOVE PLUS WIDEN THE AREA TO INCLUDE A LINE FROM THE MAST TO THE FAR EDGE OF RUNWAY THRESHOLD.	
NO SNOW REMOVAL	RESTORE FULL SERVICE AND CATEGORY.	ALL CATEGORIES RESTORE TO CATEGORY I SERVICE. CATEGORY D AIRCRAFT MINIMA RAISED TO LOCALIZER ONLY. TYPICAL NOTAM TEXT: "DUE TO SNOW ON THE XXX (APPROPRIATE IDENTIFER) GLIDE SLOPE, MINIMA TEMPORARILRY RAISED TO LOCALIZER ONLY FOR CATEGORY D AIRCRAFT" IF APPLICABLE, "CATEGORY II NA"* OR "CATEGORY II/III NA".	ALL CATEGORIES APPROACH RESTRICTED TO LOCALIZER ONLY MINIMA. TYPICAL NOTAM TEXT: "DUE TO SNOW ON THE XXX (APPROPRIATE IDENTIFER) GLIDE SLOPE, MINIMA TEMPORARILRY RAISED TO LOCALIZER ONLY.

* NA (NOT AUTHORIZED)

Figure 4-2. ILS CAT I and CAT II/III Snow Clearance Area Depth Limitations

4.2 Controlling Snow Drifts.

There are no snow fences or additional snow drift controls currently at the Heber Airport. Should the snow build up in areas (such as around gates or fences) that

begin to cause a problem or create a safety issue, airport employees shall attempt to remove the snow/ice or find other solutions to resolve the problem.

4.3 Snow Disposal.

Typically, the excess snow from the ramp is piled up: between the ramp and the SRE building on the FBO leasehold, off the side of Hangars B, C and D, or out in empty fields. Any large piles of excess snow should be at least 35 feet away from any taxi way or runway whenever possible.

4.4 Methods for Ice Control and Removal–Chemicals.

So far the Heber Airport does not use anti-ice or de-ice products in order to eliminate snow and ice, nor do we currently have the equipment to do so.

4.5 Sand (for the purposes of treating a winter surface).

Heber Airport does not use sand for the purpose of treating snow and ice.

4.6 Surface Incident/Runway Incursion Mitigation Procedures.

Having snow removal equipment on the runway and taxi-ways during adverse weather conditions increases the risk of surface incidents or runway incursions. In order to minimize these risks, airport management keep radios with them during snow removal operations in order to monitor radio calls and pilot communications. They also have lights and strobes on whenever they are in movement areas. They also carry cell phones so they can communicate with each other as well as with other airport users that may need to communicate with them during these operations. When city plow crews are called out, the runway shall be NOTAM'd closed and airport personnel will act as lifeguard, monitoring the UNICOM. Any incidents, incursions, near misses etc. should be immediately reported to the airport manager who can then document and record such events in a responsible manner. NOTAM's will only be issued to inform pilots of snow removal operations or to report significant safety concerns. Other standard weather conditions can be obtained through AWOS, PIREP's or by contacting the FBO.

a) Radio Communication

As mentioned above, any snow removal equipment on the runway and taxiways should have radios as well as an understanding of how to use them. Any snow removal personnel should use the local Unicom frequency 122.800. They should also make periodic announcements of their location and intentions when in

movement areas. Airport users should be aware that some locations on the airport do not always allow for clear communication. Knowing that not all communications are always transmitted or received, operators should always be vigilant, scanning for other vehicles and aircraft on an ongoing basis. They should err on the side of safety whenever possible and maintain the appropriate amount of situational awareness.
We do not have a tower or ground control frequencies, therefore it is imperative that all airport users keep aware of other operations being conducted at the airport. Remember, "If you see something, say something."

b) Failed Radio Communication

If a radio dies, or an operator finds his radio is not receiving or transmitting properly, they should find or request a different radio. If radio communication fails operators should move to a safer location until the issue can be resolved. Cell phones can be used to communicate with others at times as well.

c) Low Visibility and Whiteout Conditions

It is not uncommon to have very low visibility or whiteout conditions when performing snow removal activities. At such times, it is imperative to have good communication between operators. It is important to know who is where and why. Operators must stay informed of what other equipment is doing. It is particularly important that drivers approach blind corners with caution. Hangars, buildings, aircraft, other vehicles and piles of snow etc. can all cause visual impairments and be the cause of an accident. Icy or wet conditions can also add to braking distances and reaction times. If white out or other unsafe conditions occur, all operations will stop until conditions improve and it is safe to proceed.

d) Driver Fatigue

Often during winter events, employees feel obligated to keep working until the job is done. However, if drivers work for too long they can become fatigued and cause harm to themselves, their equipment or others, this could become dangerous and unsafe. It is important that drivers watch for signs of fatigue in themselves and those around them in order to emphasize safety. Drivers should take a minute to get out and stretch their legs every few hours, they should also check in with each other every couple hours to reassess the snow removal operations as well as assess how alert they are. Fatigue can be particularly dangerous during a heavy storm or when a storm continues for multiple days in a row. During long drawn out storms, employees should be particularly sensitive to signs of fatigue and raise any safety concerns immediately.

Chapter 5. Surface Assessment and Reporting

The airport manager will remain aware and continuously monitor all paved surface conditions in order to plan and carry our appropriate maintenance actions in accordance with the Snow and Ice Control Plan. When snow has begun to accumulate at the airport, the airport manager will check, or assign the assistant airport manager, to assess the snow accumulation.
Once the snow has accumulated to about an inch and one half, on 75% of the runway, snow removal operations will commence. This assessment can vary depending on anticipated further accumulation, temperatures, time of day etc. It will be up to the airport manager to ultimately decide when and how snow removal operations commence. The airport strives to maintain a 'no worse than wet' surface condition. When necessary the airport manager (or those authorized and assigned) will issue a NOTAM with any accompanying information.

5.1 Conducting Surface Assessments.

In order to assess the surface conditions a physical measurement will be conducted. The person conducting the measurement will drive out to the runway and measure the depth of the snow or contaminate. After measuring the depth, they will then drive down the runway and abruptly apply their brakes so as to be able to assess the braking ability. This process will be conducted three times, once at each end of the runway as well as in the middle. These results will be recorded and reported to or by the airport manager and recorded in the office. When appropriate, the information will be reported during the NOTAM. Any abnormal conditions (such as severe icing) whether on the runway or at other locations around the airport shall be reported as well. These assessments will be performed at the beginning of the day as well as throughout the day as needed.

5.2 Applying the Runway Condition Assessment Matrix (RCAM).

a) Determining Runway Conditions

NOTAMs will typically be issued by the airport manager. If the airport manager is unavailable, NOTAMs may also be issued (or cancelled) by Jeff Dowling, Alan Robertson, Nadim Abuhaidar, or Steve Tozier. The runway condition assessment will be defined by the FAA Matrix as described in the most current Advisory Circular, as well as in our own "normal" verbiage. Under normal conditions NOTAM's will report only "Be alert for Snow Removal Operations". However, if icing or other concerning conditions are occurring they will be reported using the following assessments:

Step 1: Runway Condition Code (RwyCC) Applicability:

If 25 percent or less of the overall runway length and width or cleared width is covered with contaminants, RwyCCs will not be applied, or reported. The airport operator in this case, will simply report the contaminant percentage, type and depth for each third of the runway, to include any associated treatments or improvements.

Or

If the overall runway length and width coverage or cleared width is greater than 25 percent, RwyCCs must be assigned, and reported, informing airplane operators of the contaminant present, and associated codes for each third of the runway. (The reported codes, will serve as a trigger for all airplane operators to conduct a takeoff and/or landing performance assessment).

Step 2: Apply Assessment Criteria

Based on the contaminants observed, the associated RwyCC from the RCAM for each third of the runway will be assigned.

Step 3: Validating Runway Condition Codes

If the observations by the airport operator determine that RwyCCs assigned accurately reflect the runway conditions and performance, no further action is necessary, and the RwyCCs generated may be disseminated.

b) Downgrade Assessment Criteria

When observations indicate a more slippery condition than generated by the RCAM, the airport operator may downgrade the RwyCC(s). When applicable, the downgrade of RwyCCs may be based on friction (μ) readings, vehicle control or pilot reported braking action or temperature.

> NOTE: Temperatures near and above freezing (e.g., at negative 26.6° F (-3° C) and warmer) may cause contaminants to behave more slippery than indicated by the runway condition code given in the RCAM. At these temperatures, airport operators should exercise a heightened awareness of airfield conditions, and should downgrade the RwyCC if appropriate.

c) Upgrade Assessment Criteria Based on Friction Assessments.

RwyCCs of 0 or 1 may only be upgraded when the following requirements are met.

1. All observations, judgment, and vehicle braking action support the higher RwyCC, and
2. Mu values of 40 or greater are obtained for the affected third(s) of the runway by a calibrated friction measuring device that is operated within allowable parameters.
3. This ability to raise the reported RwyCC to no higher than a code 3 can only be applied to those runway conditions listed under code 0 and 1 in the RCAM. (See footnote 2 on the RCAM.)
4. The airport operator must also continually monitor the runway surface as long as the higher code is in effect to ensure that the runway surface condition does not deteriorate below the assigned code.

   a. The extent of monitoring must consider all variables that may affect the runway surface condition, including any precipitation conditions, changing temperatures, effects of wind, frequency of runway use, and type of aircraft using the runway.

   b. If sand or other approved runway 'treatments' are used to satisfy the requirements for issuing the higher runway condition code, the monitoring program must confirm continued effectiveness of the treatment.

5.3 Runway Friction Surveys, Equipment, and Procedures.

Heber Airport does not currently have a decelometer or other accurate runway friction measuring equipment. We are therefore relying on breaking abilities we observe in an airport vehicle to determine breaking ability on the runway.

5.4 Taxiway, Apron, and Holding Bay Assessments.

Assessments to these surfaces will occur when contaminants are present, and whenever a contaminant is present on the surface. Assessments will occur anytime the pavement is worse than wet. Surfaces will be monitored on a regular, continual basis by airport and FBO employees. The airport will monitor the taxiway and commercial operators will monitor areas pertaining to their leasehold.

5.5 Surface Condition Reporting.

The airport manager will carefully monitor changing airfield conditions and disseminate information about those conditions via the NOTAM System in a timely manner to airport users.

Runway: Runway condition reports will occur when contaminants are present on a runway surface via the Federal NOTAM System. Condition Reports and RwyCCs will be updated as necessary whenever conditions change, such as a contaminant type, depth, percentage or treatment/width change.

Taxiway, Apron or Holding Bay: Taxiway, Apron or Holding bay condition reports will occur when contaminants are present on these surfaces via the Federal NOTAM System. NOTAMS will be updated as necessary whenever conditions change, such as a contaminant type, depth, percentage or treatment/width change.

An update to NOTAM's could be necessary any time due to any change in the surface conditions. These changes could be caused by many things, including the following:

- active snow event
- plowing
- rapidly rising or falling temperatures
- rapidly changing conditions

The term 'DRY' is used to describe a surface that is neither wet nor contaminated. While a FICON NOTAM is not generated for the sole purpose of reporting a dry runway, a dry surface will be reported when there is need to report conditions on the remainder of the surface. (For example: snow is present on the first two thirds of the runway.)

5.6 Reportable Contaminants without Performance Data.

If present, unable to be removed, and posing no hazard, mud will be reported with a measured depth. Ash, oil, sand, and rubber contaminants will be reported without a measured depth. These contaminants will not typically generate a RwyCC.

5.7 Slippery When Wet Runway.

The airport will report via the NOTAM system a RwyCC of '3' for the entire runway (by thirds: 3/3/3) when the runway is wet.

A runway condition description of 'Slippery When Wet' will be used for this condition.

If it is determined by the airport that a downgrade is necessary, the downgrade will be made to all three runway thirds match (i.e. 3/3/3, 2/2/2, 1/1/1).

The NOTAM will be cancelled when the minimum runway friction level classification has been met or exceeded.

5.8 Requirements for Closures.

Runways receiving a NIL braking (either pilot reported or by assessment by the airport) are unsafe for aircraft operations and will be closed immediately when this unsafe condition exists.

When previous PIREPs have indicated GOOD or MEDIUM braking action, two consecutive POOR PIREPS should be taken as evidence that surface conditions may be deteriorating and an assessment should occur before the next operation. This assessment should occur as soon as air traffic volume allows.

The airport will maintain available airport surfaces in a safe operating condition at all times and provide prompt notifications when areas normally available are less than satisfactorily cleared for safe operations. If a surface (runway, taxiway, apron, lane or holding bay) becomes unsafe due to a NIL (by braking action or assessment) or otherwise unsafe hazard or condition, the surface will be closed until the condition no longer exists and is safe.

5.9 Continuous Monitoring and Deteriorating Conditions.

Under deteriorating conditions, the airport will take all reasonable steps using available equipment and materials that are appropriate for the condition to improve the braking action. If braking action cannot be improved, and the surface is not NIL, the airport will continually attempt to monitor the runways, taxiways, aprons and holding bays to ensure braking does not become NIL.

Including but not limited to:

- Frozen or freezing precipitation.
- Falling air or pavement temperatures that may cause a wet runway to freeze.
- Rising air or pavement temperatures that may cause frozen contaminants to melt.
- Removal of abrasives previously applied to the runway due to wind or airplane effects.

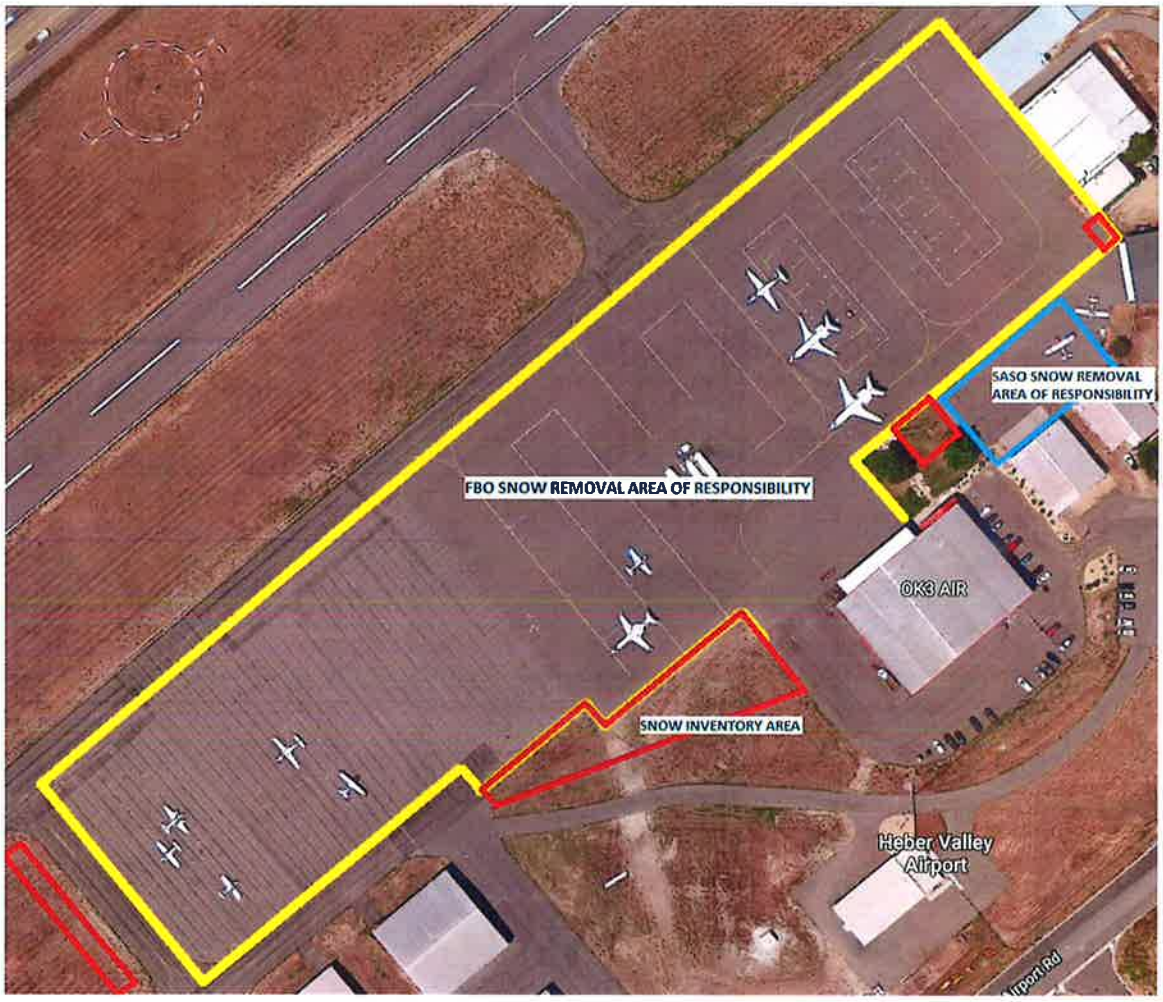
- Frozen contaminants blown onto the runway by wind.

5.10 Surface Conditions Not Being Monitored/Reported

Certain hard surfaces at and around the airport will not necessarily be monitored closely or at all. Unused parking areas and other hard surfaces will likely be cleared of snow at some point but will not be monitored.

APPENDIX - A

APPENDIX – B



* Areas of snow removal responsibility for hangar tenants is the entire leasehold or generally, 10 feet beyond the front of hangars.

APPENDIX – C

APPENDIX – D

CITY SNOW REMOVAL RATE SCHEDULE

Should OK3 or any commercial entity want to hire city plow trucks to help remove snow they should contact:

1) Public Works On Duty Phone 801-420-5060 or
2) Chris Davis 435-503-5415
3) Steve Tozier 801-420-2495

When the airport needs additional help with snow removal the airport manager may call them as well.

There is a maximum of 10 plow trucks that the city can provide once city street plowing operations are completed. City street plowing often begins at 2am and usually takes about 6 hrs. to complete during normal plowing conditions. Once city street plowing needs are complete assets are available for use at the airport.

The costs for city assets are as follows:

$310 per hour, per asset

Two-hour minimum

APPENDIX – E

COMMERCIAL OPERATOR SNOW REMOVAL, APPROVED PROTOCOLS

OK3 AIR

1. Snow removal vehicles must have an amber beacon in operation during snow removal ops. Vehicles must not enter the airport movement area during snow removal operations. Snow plow blades must not scar, gouge or otherwise damage pavement, paint or tie downs. Aircraft have the right of way.
2. Parking lots – snow must not be pushed onto the adjacent commercial operator leasehold.
3. Inventory of snow is approved in the turf off the SW end of the aircraft parking ramp. Snow bank profile limits as specified on page 18, Figure 4-1, Design Group I and II must be adhered to. Taxiway lights must be kept clear of snow and undamaged.
4. Inventory of snow is approved in the area along the fence line between Hangar A and Hangar B. Snow banks at this location must not interfere with wing clearance for aircraft utilizing the adjacent taxi lane or damage the chain link fence.
5. Inventory of snow is approved on the turf area directly in front of the FBO main building.

PILOT MAKERS

1. Snow removal vehicles must have an amber beacon in operation during snow removal ops. Vehicles must not enter the airport movement area during snow removal operations. Snow plow blades must not scar, gouge or otherwise damage pavement, paint or tie downs. Aircraft have the right of way.
2. Parking lots – snow must not be pushed onto the adjacent commercial operator leasehold.
3. Inventory of snow is approved in the turf and pavement area along the fence line in between Hangar B and Hangar C. Snow banks should not damage the fence.
4. Inventory of snow is approved in the turf area directly SW of the leasehold apron. Any damage incurred to the turf or sprinklers must be repaired by Pilot Makers.

APPENDIX – F

SNOW REMOVAL OPS, CALL DOWN LIST

CITY STAFF :	
AIRPORT MANAGER, TRAVIS BIGGS:	435-671-1459, mobile
DIRECTOR, PUBLIC WORKS, STEVE TOZIER:	435 654-3275, office 801 420-2495, mobile
CITY MANAGER, MATT BROWER	435 657-0757, office 435 315-8060, mobile
OK3 AIR, JEFF DOWLING	435 654-3962, office 435 512-2751, mobile
PILOT MAKERS, STERLING WOODRUFF	801-319-4115, mobile

APPENDIX – G

REVISED 02/10/19

DAILY SNOW REMOVAL RECORD

DATE:_____ OPS COMMENCE TIME:_____
All times local

STAFF:_____ END TIME:_____

INITIAL
WX OBSERVATION: time_____wind_____ vis_____clouds_____temp_____

_____ METAR ATTACHED ____

ACCUMULATION:_____ TYPE CONTAMINANT:_____

FICON/NOTAMS ATTACHED____RUNWAY, TAXI WAY, A1 & A7 OPEN TIME:_____

AIRFIELD SQUAWKS:_____

_____

EQUIPMENT TIME: PLOW_____ LOADER_____ BLOWER_____

SQUAWKS:_____

CITY FOREMAN CALLED TIME:_____ CITY PLOWS ARRIVE TIME:_____

CITY PLOWED AREA:_____

CITY ASSETS: PLOWS_____ FRONT LOADER:_____ END TIME:_____

AIRFIELD PHOTOS FILED: Y N

NOTES/COMMENTS:

APPENDIX – H

APPENDIX F. RUNWAY CONDITION ASSESSMENT MATRIX (RCAM) (FOR AIRPORT OPERATORS' USE ONLY)

Assessment Criteria		Downgrade Assessment Criteria		
Runway Condition Description	Code	Mu (μ) [1]	Vehicle Deceleration or Directional Control Observation	Pilot Reported Braking Action
• Dry	6	40 or Higher	—	—
• Frost • Wet (Includes Damp and 1/8 inch depth or less of water) *1/8 inch (3mm) depth or less of:* • Slush • Dry Snow • Wet Snow	5	40 or Higher	Braking deceleration is normal for the wheel braking effort applied AND directional control is normal.	Good
5° F (-15°C) and Colder outside air temperature: • Compacted Snow	4	39 to 30	Braking deceleration OR directional control is between Good and Medium.	Good to Medium
• Slippery When Wet (wet runway) • Dry Snow or Wet Snow (Any depth) over Compacted Snow *Greater than 1/8 inch (3mm) depth of:* • Dry Snow • Wet Snow *Warmer than 5° F (-15°C) outside air temperature:* • Compacted Snow	3	39 to 30	Braking deceleration is noticeably reduced for the wheel braking effort applied OR directional control is noticeably reduced.	Medium
Greater than 1/8 (3mm) inch depth of: • Water • Slush	2	29 to 21	Braking deceleration OR directional control is between Medium and Poor.	Medium to Poor
• Ice [2]	1	29 to 21	Braking deceleration is significantly reduced for the wheel braking effort applied OR directional control is significantly reduced.	Poor
• Wet Ice [2] • Slush over Ice • Water over Compacted Snow [2] • Dry Snow or Wet Snow over Ice [2]	0	20 or Lower	Braking deceleration is minimal to non-existent for the wheel braking effort applied OR directional control is uncertain.	Nil

[1] The correlation of the Mu (μ) values with runway conditions and condition codes in the Matrix are only approximate ranges for a generic friction measuring device and are intended to be used only to downgrade a runway condition code; with the exception of circumstances identified in Note 2. Airport operators should use their best judgment when using friction measuring devices for downgrade assessments, including their experience with the specific measuring devices used.

[2] In some circumstances, these runway surface conditions may not be as slippery as the runway condition code assigned by the Matrix. The airport operator may issue a higher runway condition code (but no higher than code 3) for each third of the runway if the Mu value for that third of the runway is 40 or greater obtained by a properly operated and calibrated friction measuring device, and all other observations, judgment, and vehicle braking action support the higher runway condition code. The decision to issue a higher runway condition code than would be called for by the Matrix cannot be based on Mu values alone; all available means of assessing runway slipperiness must be used and must support the higher runway condition code. This ability to raise the reported runway condition code to a code 1, 2, or 3 can only be applied to those runway conditions listed under codes 0 and 1 in the Matrix.

The airport operator must also continually monitor the runway surface as long as the higher code is in effect to ensure that the runway surface condition does not deteriorate below the assigned code. The extent of monitoring must consider all variables that may affect the runway surface condition, including any precipitation conditions, changing temperatures, effects of wind, frequency of runway use, and type of aircraft using the runway. If sand or other approved runway treatments are used to satisfy the requirements for issuing this higher runway condition code, the continued monitoring program must confirm continued effectiveness of the treatment.

Caution: Temperatures near and above freezing (e.g., at 26.6° F (-3°C) and warmer) may cause contaminants to behave more slippery than indicated by the runway condition code given in the Matrix. At these temperatures, airport operators should exercise a heightened level of runway assessment, and should downgrade the runway condition code if appropriate.

F-1

APPENDIX – I

APPENDIX A. SAMPLE AIRPORT CONDITIONS ASSESSMENT WORKSHEET

Airport ID: _____ **Date:** _____ **Pilot Reported Braking Action** (within 15 minutes of assessment when available): _____

Observed time (local): _____

Instructions

- Fill out a separate form for each runway.
- **Outside Air Temperature (OAT)**: Only applicable to compacted snow. If the OAT is warmer than 5° F (-15 °C), the RCAM generates Code 3. If the OAT is 5° F (-15 °C) or colder, the RCAM generates Code 4.
- **Depth.** Report inches or feet, as directed by the current version of AC 150/5200-30.
- **Contaminants**. See the current version of AC 150/5200-30 for a list of approved contaminant entries.
- **Runway Condition Code**: See Table 5-2, Runway Condition Assessment Matrix (RCAM), in AC 150/5200-30. Only report if contaminant coverage is greater than 25 percent. Otherwise, leave blank.
- **Airport Operator Generated Condition Codes (Optional)**: If you do not think the RCAM generated code accurately reflects conditions, use the optional table below to indicate the upgraded or downgraded codes that you intend to report in the NOTAM system. Upgrade Codes 0 or 1 only.

Airport Conditions Assessment

Runway direction in use: _____ **Is OAT warmer than 5° F (-15 °C)?** Yes No

Coverage		Depth	Contaminants	Runway Cond. Code
Location	%			
Touchdown				
Midpoint				
Rollout				

Optional Information

Use the table below if you intend to report a downgraded or upgraded code in the NOTAM system.

Airport Operator Generated Condition Codes Reported in NOTAM System

Upgrade or Downgrade?*	Touchdown Code	Midpoint Code	Rollout Code

*For upgrades, the issuer certifies all upgrade requirements are met: Friction values ≥40 in affected third(s), friction equipment is calibrated; airport judgment, observations, and vehicle braking action support upgraded codes; continuously monitor conditions while the upgraded codes are in effect.

*For downgrades, the issuer certifies all downgrade requirements are met: Airport operator experience, Friction values <40 in affected third(s), deceleration and directional control observation(s), and/or Pilot reported braking action from landing aircraft.

EXHIBIT C
DISPUTE RESOLUTION PROTOCOL

A. NOTICE AND OPPORTUNITY TO CURE. Unless a shorter cure period or right to immediate termination is expressly provided in this Agreement, no Party shall be considered in default of any provision of this Agreement, or any covenant or obligation pertaining to the use or occupancy of Airport property, and no right of termination shall arise, unless and until the counter-Party has provided such Party with written notice of default and not less than thirty (30) days to cure such default or, if the default is not capable of cure within thirty (30) days, such Party has within thirty (30) days commenced, and thereafter diligently proceeds to complete, those actions reasonably necessary to cure such Party's default.

B. INFORMAL DISPUTE RESOLUTION. The Parties agree that, at all times, they will attempt in good faith to resolve all disputes that may arise under this Agreement. Upon receipt of written notice of a dispute from a Party, the Parties agree to refer the dispute to the City Manager, for the City, and the Chief Executive Officer, for Lessee (collectively, "***Designated Persons***"). The Designated Persons shall within fifteen (15) days of such written notice meet and negotiate in good faith to resolve the dispute, conferring thereafter as often as they deem reasonably necessary, and shall gather and in good faith furnish to each other any information pertinent to the dispute. All communications between the Designated Persons during the dispute resolution procedures set forth in this Paragraph shall be deemed confidential and treated as compromise and settlement negotiations and shall not be admissible in evidence by any proceeding without the mutual consent of the Parties.

C. MEDIATION. Mediation of a dispute arising under this Agreement may not be commenced until the earlier of: (i) such time as both of the Designated Persons, after following the procedures set forth in Paragraph A and B hereof, conclude in good faith that amicable resolution through continued negotiation of the matter does not appear likely or (ii) fifteen (15) days after the date of the notice referring the dispute to the Designated Persons. If, after such time period, the dispute remains unresolved, the Parties shall attempt to resolve the dispute through mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. The place of mediation shall be in Heber City, Utah, unless the parties agree otherwise. Mediation under this paragraph shall be a necessary prerequisite to any judicial action to enforce the terms and conditions of this Agreement, unless waived in writing with the mutual consent of both Parties.

D. JURISDICTION, VENUE AND APPLICABLE LAW. With respect to an action to enforce the terms and conditions of this Agreement only, the Parties consent to the exercise of jurisdiction of Fourth Judicial District, Wasatch County, District Court and hereby agree that the venue of any action with respect to the enforcement of the terms and conditions of this Agreement shall be properly placed before this same court. This Agreement shall be interpreted under the laws of the State of Utah.

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E. Emergency Relief. No Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining any emergency or provisional remedy to protect its rights that may be necessary and is not otherwise available under this Agreement.

F. Tolling. If a Party receiving a notice of default under this Agreement contests, disputes or challenges the propriety of such notice by making application to the dispute resolution procedure in this Exhibit, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final award.

G. FAA Disputes. The Parties understand and acknowledge the FAA's exclusive jurisdiction to determine the City's compliance with its federal Grant Assurance obligations (a "***Compliance Dispute***"), and that any remedies which may be imposed by the FAA for noncompliance therewith are exclusive. Accordingly, in the event of a Compliance Dispute, and after exhausting the procedures described in Paragraphs A and B hereof, either Party may initiate an informal or formal complaint proceeding with the FAA in accordance with 14 C.F.R. Parts 13 and 16 or similar succeeding provisions, without regard to the other provisions hereof.

EXHIBIT D
REQUIRED FEDERAL PROVISIONS

A. Compliance with Nondiscrimination Provisions. During the performance of the Agreement, LESSEE, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "LESSEE") agrees as follows:

1. **Compliance with Regulations:** LESSEE will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** LESSEE, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. LESSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by LESSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by LESSEE of LESSEE's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** LESSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of LESSEE is in the exclusive possession of another who fails or refuses to furnish the information, LESSEE will so certify to LESSOR or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of LESSEE's noncompliance with the Non-discrimination provisions of this contract, LESSOR will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** LESSEE will include the provisions of paragraphs one through six of this Exhibit A, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the

Regulations and directives issued pursuant thereto. LESSEE will take action with respect to any contract or procurement as LESSOR or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LESSEE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, LESSEE may request LESSOR to enter into any litigation to protect the interests of LESSOR. In addition, LESSEE may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, LESSEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, LESSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. General Civil Rights Provision. LESSEE agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If LESSEE transfers its obligation to another, the transferee is obligated in the same manner as LESSEE. This provision obligates LESSEE for the period during which the property is owned, used or possessed by LESSEE and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, LESSOR will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. LESSEE agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which LESSEE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.